



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

telegraphic communication with the New York market. The transactions of the parties were for the future delivery of stocks with the intention that there should be no delivery, but a settlement by paying the difference of prices. *Held*, such transactions did not constitute a game of hazard, and the black-board, ticker and telegraph wire were not a gambling device. *Ives v. Boyce* (1909), — Neb. —, 123 N. W. 318.

At common law no recovery could be had upon such a transaction, for wagers that did not violate any recognized principle of public policy were not prohibited. BENJAMIN, SALES, p. 536, Ed. 5, (1906). Without statutory enactment many states have declared such contracts invalid as against public policy, but the parties have been denied relief because of the illegality of the transaction. *Crawford v. Spencer*, 92 Mo. 498, 4 S. W. 713, 1 Am. St. Rep. 745, Note 758. The intention of the parties is the determining element, and where it is mutually understood that no purchase is to be made, but a settlement is to be had on the difference in prices, it is usually held to be a wagering contract, and is therefore void. *Whiteside v. Hunt*, 97 Ind. 191, 202, 49 Am. Rep. 441. Under § 214 of the Criminal Code of Nebraska, as amended in 1887, the plaintiff is restricted to a recovery where the money has been lost by a "gambling device." Since the instruments in the defendant's place of business may be and are used for legitimate purposes of trade and commerce, the court states it could only be by a forced construction that they could be treated as a "gambling device." Dealing in margins is not gambling. *Boyce v. O'Dell Comm. Co.*, 109 Fed. 759; *Sondheim v. Gilbert*, 117 Ind. 71, 79, 18 N. E. 687, 5 L. R. A. 432, 10 Am. St. Rep. 23, and so two essential elements necessary to bring the case within the statute were lacking,—a gambling house and a gambling device.

HUSBAND AND WIFE—JOINT LIABILITY FOR WIFE'S TORTS.—The plaintiff entered Bettie Stadiem's shop to pawn a watch. As he was about to pick up the money advanced he was shot through the hand by Bettie Stadiem's 12 year old son, who was shown by the evidence to be an employee. Action was brought to charge Bettie Stadiem with the tort, and to hold D. Stadiem, her husband, liable also. § 2105, Revisal 1905, N. C. Statutes, provides that a husband living with his wife shall be jointly liable with her for all damages accruing from a tort committed by her. *Held*, both husband and wife are liable. *Brittingham v. Stadiem et al.* (1909), — N. C. —, 66 S. E. 128.

A parent is not liable for the child's torts merely because of the relationship. *Maher v. Benedict*, 108 N. Y. Supp. 228; *Bassett v. Riley*, 131 Mo. App. 676, 111 S. W. 596. The liability, if any exists, must arise from the relation of master and servant, or the wrong must have been authorized by the parent. *Johnson v. Glidden*, 11 S. D. 237, 74 Am. St. Rep. 795 and note. In the principal case, as regards D. Stadiem, he and the child clearly did not stand in the relation of master and servant, and he can only be held, if at all, under the statute cited above, that the husband is jointly liable with the wife for her torts. *Presnell v. Moore*, 120 N. C. 390, 27 S. E. 27. That a tort committed by her child and for which she is liable should make the husband jointly liable, when he would otherwise not be, seems to be a very broad construction of the statute.